

**QUARTERLY REPORT FOR GAO PROTESTS
FOR THE PERIOD OF July 01, THRU September 30, 2003**

1. Number of protests filed:

	4Q05	3Q05	2Q05	1Q05
o AMC	25	20	16	14
o USACE	13	7	3	9
o DA Other	64	58	35	41
TOTAL	102	85	54	64

(Please refer to listing of protests by MACOM at end of this report)

2. Number of protest sustained/granted:

	4Q05	3Q05	2Q05	1Q05
o AMC	1	0	0	1
o USACE	1	1	1	1
o DA Other	4	0	1	0
TOTAL	6	1	2	2

3. Costs:

a. Costs and fees awarded by GAO to protester:

	4Q05	3Q05	2Q05	1Q05
o AMC	\$0	\$0	\$15,704	\$0
o USACE	\$0	\$0	\$1,990	\$0
o DA Other	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$17,694	\$0

b. Estimated preaward value of requirement or postaward contract cost/price:

(1) Preaward protests (estimated value of requirement):

	4Q05	3Q05	2Q05	1Q05
o AMC	\$1,139,095,600	\$33,739,499	1,862,814	\$ 201,200,000
o USACE	\$1,581,000	\$329,901,159	\$6,691,600	\$1,099,545,954
o DA Other	\$409,017,711	\$57,653,980	927,125,652	\$ 1,005,974
TOTAL	\$1,549,694,311	\$421,294,638	935,680,066	\$1,301,751,928

(2) Postaward protests (contract cost/price):

	4Q05	3Q05	2Q05	1Q05
o AMC	\$553,548,725	\$293,857,768	2,827,490,705	\$ 734,208,508
o USACE	\$105,989,120	\$70,000,000	\$246,553,429	\$ 11,744,900
o DA Other	\$13,082,134	\$1,315,405,460	1,951,111	\$ 300,295,921
TOTAL	\$672,619,979	\$1,679,263,228	3,075,995,245	\$1,046,249,329

c. Total government personnel costs resulting from protests:

	4Q05	3Q05	2Q05	1Q05
o AMC	\$79,815	\$282,876	193,080	528,836
o USACE	\$62,485	\$13,015	15,515	45,801
o DA Other	N/A	N/A	N/A	0
TOTAL	\$142,300	\$295,891	\$389,617	\$574,637

4. Lessons learned, issues and trends:

a. AMC Lessons Learned:

(1) MPC Containment Systems, BB-296975.1

The Contracting Officer must obtain a thorough Statement of Work (SOW) from the requiring command and ensure the final SOW included in the RFP is clear if portions of the SOW furnished by the requirer are prior to release of the solicitation.

The Contracting Office must use care in evaluating offers of alternate items.

Several individuals in the Contracting Office handled the solicitation between inception and this probably contributed to a flawed SOW.

(2) Omega Systems, Inc., B-297104.1

Before accepting MIPRs and Economy Act orders form other agencies ensures that the requesting activities have complied with all CICA and small business requirements.

b. USACE Lessons Learned:

(1) PPSCS/RAC Benning JV 1, B-296239, July 19, Denied:

The protester filed a pre-award protest against the terms of the USACE request for proposal (RFP) for design and construction of a complex of prefabricated temporary modular structures to accommodate the newly formed 4th Brigade Combat Team to be stationed at Biggs Army Airfield, Fort Bliss, Texas. PPSCS/RAC challenged USACE's characterization of the procurement as one for construction, rather than supply, and asserted the procurement should have been set aside for HUBZone companies. The protester argued that predominant effort under the contract involves supplying prefabricated modular structures and therefore the RFP should have included supply clauses, instead of construction clauses (to include bonding requirements).

In response to the protest, the Fort Worth District (SWF) amended the solicitation seeking a hybrid contract with both construction and supply features. The amendment added the applicable supply clauses and reduced the performance and payment bonds from \$180 million (the supply clauses and reduced the performance and payment bonds from \$180 million (the estimated value of the original contract price) to \$48 million (the estimated value of the construction work). SWF also conducted a new market survey of small businesses based on the lower bonding requirements, and determined that none of the firms that it had identified were capable of performing a project of this size. Subsequently, in response to a request from the GAO, the SBA submitted a letter indicating that SWF had not used reasonable efforts to identify HUBZone small businesses capable of performing the requirement. Based on the SBA's position and an outcome prediction conference with GAO, SWF proposed to take corrective action by conducting a new market survey to determine whether there was a reasonable expectation of receiving offers from at least two capable HUBZone small businesses and whether an 8(a) or SDVOSB set aside would be required. In light of the proposed corrective action, the GAO dismissed the challenge to SWF's decision not to set aside the work for small businesses.

In its published decision denying the remaining protest grounds, the Comptroller General noted the FAR 36.101 (c) states a contract for both construction and supplies or services shall include clauses for the predominant part of the work or, if the contract is divided into parts, the clauses applicable to each section. SWF had acted consistently with the FAR in dividing the contract into construction and supply parts and included appropriate clauses for each effort. The Comptroller found the agency's determination that the construction work was the most critical structures can be installed and because of the compressed work schedule to be a reasonable exercise of judgment. The GAO further found SWF had reasonably focused on past contraction structure, noting that agency officials have broad discretion in selecting evaluation factors. Given SWF's stated position that the construction portion of the acquisition was the most critical aspect of performance, GAO determine SWF had reasonably determined construction experience to be far more relevant than experience in providing and installing prefabricated structures in establishing its evaluation factors.

The most significant lesson learned in this case is that USACE's corrective action efforts in this matter proved critical in proving to the Comptroller General the reasonableness of the agency's position in the protest. AS a result of the agency's efforts in crafting a corrective action solution, six subsequent protests filed by the same protester against modularity contracts were all timely dismissed.

c. DA Others – Lessoned Learned:

(1) Johnson Controls World Services, Inc., B-296529.2, B-296529.3:
JCWS protested MEDCOM's decision to retain in-house base operation support services at Walter Reed Army Medical Center. JCWS argued that the MEO's staffing estimates did not reasonably meet the requirements of the PWS. The GAO held a hearing on June 8-9 to explore these contentions. Evidence obtained at this hearing indicated that the Management Study Team made unauthorized changes to the MEO after the JCWS proposal had been received and opened for evaluation. As a result, the U.S. Army Audit Agency withdrew its certification of the MEO. This withdrawal caused the GAO to dismiss the protest as academic.

Lesson Learned: This protest highlighted the extremely heavy workload on JCC-I personnel (which impacted the quality of this evaluation), and the fact that despite their workload JCC-I doggedly insists upon meaningful competition whenever possible.

(2) TransAtlantic Lines, B-296245, B-296245.2:

TransAtlantic challenged an award by SDDC of a contract for sea transportation services between Jacksonville, Florida and Guantanamo Bay, Cuba. TransAtlantic contended that the awardee's proposal should have been rejected as technically unacceptable for failure to comply with the solicitation's requirements for self-sustaining refrigerated containers and that the award was improper because the solicitation failed to include a mandatory subcontracting limitation clause. The GAO concluded that because the awardee took no exceptions to the solicitation's refrigerated container terms, and provided sufficient information to demonstrate its intention and capability to meet that requirement,, the agency's award allegation that the RFP failed to include a mandatory subcontracting limitation clause.

Lesson Learned: This protest was easily won before the GAO because the source selection decision was reasonably well documented and because the challenge to a missing clause in the RFP, not made until after award, was untimely under the GAO's rules. TranAtlantic, however, brought this same protest to the U.S. Court of Federal Claims – and won. That court does not have a timeliness rule comparable to the GAO's. As long as these two bid protest for a have rules that are mutually inconsistent, inconsistent results will occur.

(3) Research Analysis & Maintenance, Inc., B-296206, B-296206:

RAM challenged a sole-source award of a contract for the maintenance and operation of foreign threat systems. RAM, and incumbent, was determined to be non-responsible for the sole-source effort because of its poor prior performance. The GAO sustained the agency's non-responsibility determination.

Lesson Learned: RAM was a small business, and argued that the issue of its responsibility should have been referred to the SBA for a COC. The GAO disagreed, pointing to its line of decisions that accepts a responsibility determination made in the context of a restricted competition from the regulatory scheme for award of a sole-source or restricted competition contract, that determination does not need to be referred to the SBA for a COC.

(4) American United Logistics, B-296858:

AUL challenged an award valued at \$350 million made by the U.S. Army's 7th Transportation Group, Camp Arifjan, Kuwait for line haul, heavy lift and personnel transportation services in Kuwait and Iraq. AUL alleged improper discussions, that the Army's intended order plan was objectionable, and that the army failed to make an adequate responsibility determination. On a motion from CAD, the GAO dismissed, holding that AUL was not prejudiced by the discussions with another offeror (which did not receive an award), that AUL was not an interested party to challenge the ordering plan, and that AUL had not alleged any of the factual predicates required to raise an effective challenge to an affirmative responsibility determination.

Lesson Learned: With one well-crafter motion, CAD eliminated an impediment to this important contract that directly supports the GWOT.

(5) CW Government Travel and CI Travel, B-295530.2,et al:

These protests challenged the terms of an RFP issued by the Army for commercial travel services under the Defense Travel System (DTS) program. DTS is an end-to-end, integrated paperless system. Once fully fielded, DTS will serve as the primary means through which all DOD employees will book TDY travel. Among other things, the protests challenged the price evaluation scheme, which did not require offerors to propose binding

transaction and management fees. The price evaluation scheme here required offerors to propose prices in responses to sample tasks. Those prices would be used for evaluation purposes only; they would not be binding during the task order phase. The concept behind this approach was based upon the fact that there would be multiple awardees of these IDIQ contracts. The Army therefore anticipated intense price competition when task orders were placed. Those prices would probably discount substantially any prices proposed at the award phase of the IDIQ contracts.

Lesson Learned: The GAO found that the evaluation scheme was flawed because it precluded the Army from meaningfully evaluating each proposal's cost to the government, and because the Army failed to explain why it could not request and evaluate binding pricing information. While the Army insisted that the most meaningful prices will not be submitted until competition for actual task orders, the GAO focused instead on the need to evaluate proposed costs at the time of award. The lesson learned is therefore clear – require binding prices in response to multiple award IDIQ REFs even when the agency anticipates substantial discounting of those prices by vendors when competing for task orders.

(6) Kola Nut Travel, Inc., B-296090.4:

Kola Nut filed a series of GAO protests challenging the evaluation of its proposals under two solicitations for MEPS and non-MEPS travel management services. Under the two solicitations, there were 31 travel regions which required 31 separate source selection decisions. Kola Nut challenged the award decisions in 7 travel regions. Kola Nut also challenged the awardees' use of a common consultant on the basis that this consultant prepared all of his clients' proposals and received a fee consisting of 49% of the net profits under the contracts. Based on Protester's allegations of collusive bidding by the awardees, the GAO urged the Army to refer this matter to DOJ. GAO ruled that the record reasonably supported the Army's evaluations of Protester and that the awardees did not violate the prohibition against contingent fees because there was no evidence of improper influence. Additionally, GAO commented in a footnote that it would not address the allegations of collusive bidding because the Army referred the matter to DOJ.

Lesson Learned: Thoroughly rebuffed at the GAO, on 23 September 2005, Kola Nut Travel, along with Manassas Travel and Knowledge Connections Travel, filed a protest at COFC. Manassas Travel and Knowledge Connections Travel, like Kola Nut, had filed unsuccessful GAO protest. Before the COFC, Kola Nut rehashes all its GAO protest grounds. It also alleges a failure to follow and apply FAR 52.203-2 by not requiring a certificate of independent price determination. The lesson here is that protesters are increasingly aware that it is possible to lose before the GAO, yet file at the COFC and get a successful outcome although the underlying facts are unchanged.

(7) KSB, Inc., B-296963:

KSB protested the award of an \$18 million dollar SOCOM contract to provide Survival, Evasion, Resistance, and Escape (AERE) – Wartime Training, as well as Peacetime Guard and Hostage Detention Courses, at Fort Bragg. The solicitation was issued as a HUBZone set-aside. The buying command was SOCOM. Because of the protest, contract performance was subject to a mandatory CICA stay. CAD worked with SOCOM to award an interim bridge contract for the duration of the protest, and averts disruption of SERE training. Following submission of the agency report and legal brief detailing the Army's award rationale, KSB withdrew its protest.

Lesson Learned: CAD increasingly does more than just defend protests. It guides clients through alternatives to ensure uninterrupted support during the pendency of protests in a manner calculated to minimize disruption and costs.

(8) Coastal Maritime Stevedoring, LLC, B-296627:

CMS challenged an award by SDDC for stevedoring and related terminal services at Blount Island Terminal in Jacksonville, Florida. The awardee's proposal was \$4.5 million less than CMS' and was evaluated on a best-value basis. CMS challenged SDDC's determination that the awardee was satisfactory for the socio-economic commitment factor. It alleged that the awardee failed to adequately respond to deficiencies and inconsistencies regarding this factor raised by SDDC during discussions. The GAO agreed with CMS. Furthermore, the GAO found SDDC's advantages in CMS' price/technical tradeoff unreasonable because it restricted its analysis to advantages in CMS' proposal that resulted in quantifiable cost savings to the Government.

Lesson Learned: The GAO's criticism of SDDC's evaluation of the awardee's socio-economic commitment was one of degree; the GAO felt that better documentation on this factor was required. That alone, however, would probably not have caused the GAO to sustain the appeal. What did drive that decision was the cost-technical evaluation which disregarded strengths that could not be quantified as cost savings. The lesson learned is to consider all identified strengths during a cost-technical trade off, not only those that can be tied to identifiable cost savings.

b. Protest filed by major commands (HCAs):

(1) AMC, GAO protests:

AMC (GAO)	4Q05	3Q05	2Q05	1Q05
ACLAL	0	0	0	0
AFSC	6	4	1	0
ANDA	0	0	0	0
ARDEC	0	0	0	0
ARL	0	0	1	0
ATCOM	0	0	0	0
AMCOM	6	4	2	4
AMCOM (AATD)	0	0	0	0
AMC-SBIR	1	0	0	0
BELVOIR	0	0	0	0
BGAD	0	0	0	0
CACWOO	0	0	0	0
CCAD	0	0	0	0
CBDCOM	0	0	0	0
CECOM	4	6	3	3
DESCOM (Letterkenny)	0	0	0	0
DPG	0	0	0	0
JMC	0	0	0	1
IOC	0	0	0	0
LEAD	0	0	0	0
MCALESTER	0	0	0	0
MICOM	0	0	0	0
NATICK	0	0	0	0
OSC	0	0	0	0
PBA	0	0	0	0
RDECOM	2	1	5	0
RMA	0	0	0	0
RRAD	0	0	0	3
SBCCOM	0	0	0	0
SSCOM	0	0	0	0
TACOM	6	5	4	3
TECOM	0	0	0	0
TECOM-OPTEC	0	0	0	0
TECOM-Dungway	0	0	0	0
TECOM-Yuma Proving G	0	0	0	0
USMA	0	0	0	0
Total	25	20	16	14

(2) USACE, GAO protests:

ALASKA	0	0	0	0
ALBUQUERQUE	0	0	0	0
BALTIMORE	0	1	0	0
BUFFALO	0	0	0	0
CHARLESTON	0	0	0	0
CHICAGO	0	0	0	0
DETROIT	0	0	0	0
EUROPE	0	0	0	0
FAR EAST	0	0	0	0
FORT WORTH	3	0	0	0
GALVESTON	0	0	0	0
HEADQUARTERS	0	0	0	0
HONOLULU	0	0	0	0
HUMPHREYS ENG CNTR	0	0	0	1
HUNTINGTON	0	0	0	0
HUNTSVILLE	0	0	1	0
JACKSONVILLE	0	0	0	1
JAPAN	0	0	0	0
KANSAS CITY	0	0	0	2
LOS ANGELES	0	1	0	0
LOUISVILLE	2	0	0	0
MEMPHIS	0	0	0	0
MOBILE	0	0	0	1
NASHVILLE	0	0	0	0
NEW ENGLAND	1	1	0	0
NEW YORK	0	0	1	0
NEW ORLEANS	0	0	0	1
NORFOLK	0	0	0	0
OMAHA	1	0	0	0
PACIFIC OCEAN DIV	0	0	0	0
PHILADELPHIA	2	0	0	0
PITTSBURGH	0	0	1	0
PORTLAND	0	0	0	0
ROCK ISLAND	0	0	0	0
SACRAMENTO	0	0	0	0
SAN FRANCISCO DISTRICT	2	0	0	0
SAVANNAH	0	4	0	0
SEATTLE	0	0	0	0
ST LOUIS	0	0	0	0
ST PAUL	0	0	0	0
TRANSATLANTIC	1	0	0	3
TRANSATLANTIC (EUROPE)	0	0	0	0
TULSA	0	0	0	0
VICKSBURG DISTRICT	1	0	0	0
Total	13	7	3	9

(3) DA Other, GAO protests:

N REG	6	6	10	4
S REG	12	14	7	7
MEDCOM	6	4	4	1
NGB	7	4	0	5
DCCW	4	0	0	4
EUSA	0	0	0	0
USSOC	0	1	0	2
USACFSC	0	0	0	0
USARC	0	0	0	1
ITEC4	7	5	5	4
PCO-IRAQ	11	11	1	4
USASMD C	0	0	0	0
USARPARC	0	0	0	0
DETRICK	3	2	1	2
MDA	0	0	0	0
SDDC	0	3	4	2
USARO	0	0	0	0
USAREUR	0	1	1	2
INSCOM	0	0	0	0
DIA	4	2	1	0
MDW	0	0	0	0
ACA-SW	0	0	1	2
Kuwait	1	5	0	0
ACA-Korea	3	0	0	0
Total	64	58	35	40

**QUARTERLY REPORT FOR AGENCY LEVEL PROTESTS
FOR THE PERIOD OF OCTOBER 01 THRU DECEMBER 31, 2003**

5. Number of protest filed:

	4Q05	3Q05	2Q05	1Q05
o AMC	3	5	13	6
o USACE	16	10	7	9
o DA Other	N/A	N/A	N/A	N/A
TOTAL	19	15	20	15

(Please refer to listing of protests by MACOMs at the end of this report)

6. Number of protest sustained/granted:

	4Q05	3Q05	2Q05	1Q05
o AMC	0	0	0	0
o USACE	0	0	0	0
o DA Other	N/A	N/A	N/A	N/A
TOTAL	0	0	0	0

7. Costs:

a. Costs and fees awarded to protester:

	4Q05	3Q05	2Q05	1Q05
o AMC	\$0	\$0	0	0
o USACE	\$0	\$0	0	0
o DA Other	N/A	N/A	N/A	N/A
TOTAL	\$0	\$0	\$0	\$0

b. Estimated preaward value of requirement or postaward contract/price:

(1) Preaward estimated value of requirement:

	4Q05	3Q05	2Q05	1Q05
o AMC	\$2,751,507	\$0	\$ 110,348,343	\$ 2,000,000
o USACE	\$20,269,879	\$74,691,810	\$ 8,303,634	\$ 120,666,824
o DA Other	N/A	N/A	N/A	N/A
TOTAL	\$23,021,386	\$74,691,810	\$ 35,965,079	\$ 122,666,824

(2) Post award protest (contract cost/price)

Postaward protests (contract cost/price)

	4Q05	3Q05	2Q05	1Q05
o AMC	\$4,583,400	\$373,047,877	\$1,820,683	\$ 23,182,545
o USACE	\$1,710,059	\$7,596,500	\$7,619,176	\$ 9,588,800
o DA Other	N/A	N/A	N/A	N/A
TOTAL	\$ 6,293,459	\$380,644,377	\$ 9,439,859	\$ 32,771,345

Postaward protests (contract cost/price)

	4Q05	3Q05	2Q05	1Q05
o AMC	\$4,583,400	\$373,047,877	\$ 1,820,683	\$ 23,182,545
o USACE	\$1,710,059	\$7,596,500	\$ 7,619,176	\$ 9,588,800
o DA Other	N/A	N/A	N/A	N/A
TOTAL	\$ 6,293,459	\$380,644,377	\$ 9,439,859	\$ 32,771,345

c. Total government personnel costs resulting from protests:

Total government personnel costs resulting from protests

	4Q05	3Q05	2Q05	1Q05
o AMC	\$14,710	\$11,039	\$59,120	\$14,204
o USACE	\$26,765	\$16,088	\$18,330	\$27,591
o DA Other	N/A	N/A	N/A	N/A
TOTAL	\$41,475	\$27,127	\$77,450	\$41,795

8. Lessons learned, issues and trends:

a. AMC- Lessons Learned:

(1) Combat Support Associates, # 011003 & 041203

CSA protested a sole-source six-month extension to ITT for work the latter was performing on APS equipment at Arifjan, Kuwait (Mod 72). CSA contended the J&A contained incorrect information and did not support the extension. Subsequently, CSA submitted a FOIA request for the contract and all modifications to the ITT contract. After receiving the same, CSA filed a supplemental protest, challenging Mod 41 and the J&A thereto. Mod 41, in essence, changed the place of performance from Qatar to Arifjan.

During the period that ITT has performed this contract, CSA was performing maintenance and base operations work under a contract with ARCENT. That work was being performed at Camp Doha, Kuwait, as well as other locations in that theatre (including base ops at Arifjan). Some of the work being performed on the ARCENT contract was maintenance, similar to that being performed by ITT. Both contracts contained SOW's permitting the contractor to work anywhere in theatre in support of exercises or contingency operations. In several areas, the SOW's overlapped.

After the contract was filed, counsel at RIA spoke with counsel for CSA. CSA indicated they were open to a settlement that would involve withdrawing their protest. Counsel expressed that much of their concern was that ARCENT indicated that CSA would be performing the maintenance work at Arifjan. Our position was that this was an issue of contract administration between CSA and ARCENT.

During the course of negotiations, it became apparent that a settlement could not be reached within the timelines set out in the AMC protest rules. As such, both parties agreed to request an extension to further explore a settlement. During the extension, the HCA for the ITT contract determined that the contract would be the subject of full and open competition at or near the conclusion of Mod 72 (as a practical matter, a 75-day extension will be granted to ITT, as a full and open competition can not be completed by the end of Mod 72). CSA was apprised of AFSC's intention to compete the award.

In order to move toward settlement, CSA's management and legal team was permitted to present a conference-call capabilities briefing to AFSC APS personnel both CONUS and in SWA. During this briefing CSA presented information describing the manner in which they could support the AFSC mission through taskings under the ARCENT contract. Subsequent to that briefing, AFSC counsel coordinated with the ARCENT PARC's office to determine the feasibility of using CSA in support of our mission. The Deputy PARC indicated he thought the same was appropriate and could be fairly easily accomplished.

After further negotiations with CSA a settlement was reached. The terms included permitting CSA management in SWA an in-person meeting with the AFSC LSE commander, after the protest was withdrawn. CSA's intent is to further define how they can assist AFSC in meeting potential future requirements. Additionally, AFSC will pursue an unfunded line item on the ARCENT contract under which work could be tasked to CSA, should the same be in the best interest of AFSC. Lastly, in addition to the protest being withdrawn, CSA has agreed not to protest the upcoming 75-day extension to ITT needed to fill the gap to the time of the competitive award.

Several things to note for future litigation: 1) remains flexible during negotiations and open to new ideas and suggestions. Even when negotiations seemed to have

reached an impasse, settlement always remains a possibility. In this case, the settlement did not relate to the issues forming the basis of CSA's protest. Much of their concern was really a matter of contract administration with ARCENT; 2) coordinate often with other agencies that may be affected (in this case ARCENT). Without the assistance of ARCENT, a settlement would not have been reached; 3) establish a good relationship with the PCO. Their cooperation and insight is critical to drafting an effective protest response; and 4), with respect to J&A's, document everything that was considered in reaching the sole-source decision. Documentation was especially difficult in this case due to the optempo of work performed under this contract, and the fact the Mods at issue occurred just prior to and during the war in Iraq.

(2) Vogt Ice LLC, 310803

Prompt coordination with Mr. Ed Beauchamp at AMC facilitated quick response to Vogt Ice. Response indicated that AMC lacked jurisdiction over Vogt's Complaint.

b. USACE Lessons Learned: No significant information to report.

c. Other DA Lessons Learned: Not applicable - will be submitted on fiscal year ending basis.

b. Protest filed by major commands (HCAs):

(1) AMC, Agency protest:

AMC (Agency) TOTAL	4Q05	3Q05	2Q05	1Q05
ACLAL	0	0	0	0
AFSC	0	0	1	0
ANDA	0	0	0	0
ARDEC	0	0	0	0
ARL	0	0	0	0
ATCOM	0	0	0	0
AMCOM	2	3	4	1
AMCOM (AATD)	0	0	0	0
BGAD	0	0	0	0
CACWOO	0	0	0	0
CCAD	0	0	0	0
CBDCOM	0	0	0	0
CECOM	1	0	1	2
DESCOM (Letterkenny)	0	0	0	0
DPG	0	0	0	0
JMC	0	0	0	0
IOC	0	0	0	0
LEAD	0	0	0	0
MCALSTER	0	0	0	0
MICOM	0	0	0	0
NATICK	0	0	0	0
OSC	0	0	0	0
PBA	0	0	0	0
RDECOM	0	1	2	0
RMA	0	0	0	0
RRAD	0	0	0	1
SBCCOM	0	0	0	0
SSCOM	0	0	0	0
TACOM	0	1	5	2
TECOM	0	0	0	0
TECOM-OPTEC	0	0	0	0
TECOM-Dungway	0	0	0	0
TECOM-Yuma Proving G	0	0	0	0

(2) USACE, Agency protest:

(2) USACE, Agency protest:

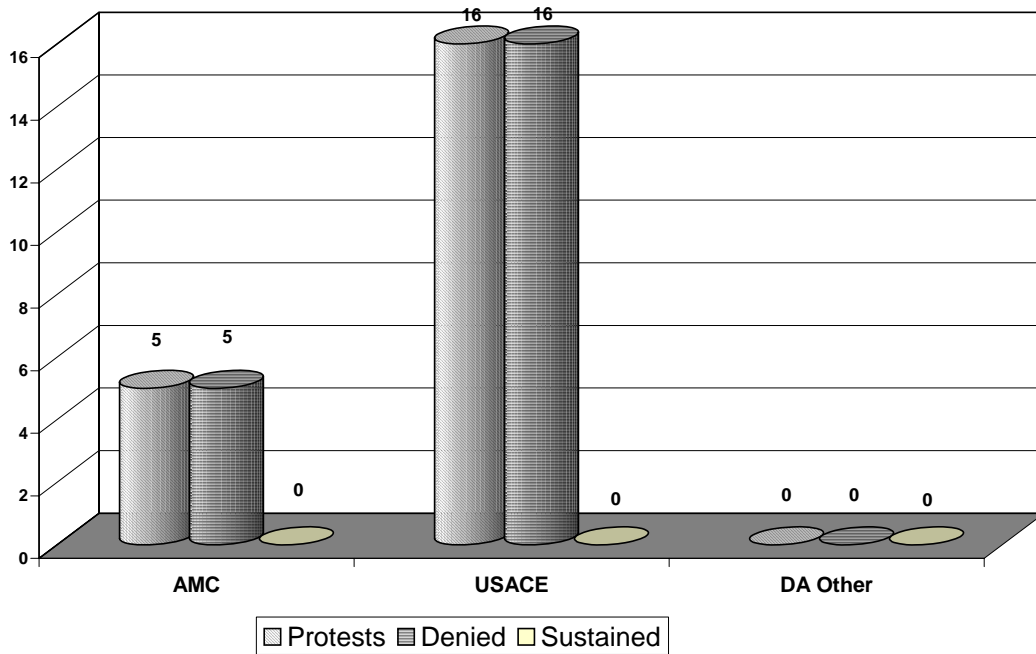
USACE (Agency) TOTAL	4Q05	3Q05	2Q05	1Q05
ALASKA	1	0	0	0
ALBUQUERQUE	0	0	1	0
BALTIMORE	2	1	0	0
BUFFALO	0	2	0	0
CHARLESTON	0	0	0	0
CHICAGO	0	0	0	0
DETROIT	0	0	1	1
EUROPE	0	0	0	0
FAR EAST	0	0	0	0
FORT WORTH	0	0	0	0
GALVESTON	0	0	0	0
HEADQUARTERS	0	0	0	0
HONOLULU	0	0	0	0
HUMPHREYS ENG CNTR	0	0	0	0
HUNTINGTON	1	0	0	0
HUNTSVILLE	0	2	0	0
JACKSONVILLE	0	0	0	0
JAPAN	0	0	0	0
KANSAS CITY	0	0	0	1
LITTLE ROCK	0	0	0	0
LOS ANGELES	0	0	0	0
LOUISVILLE	0	1	2	0
MEMPHIS	1	0	0	0
MOBILE	0	0	0	0
NASHVILLE	0	0	0	0
NEW ENGLAND	0	0	0	0
NEW YORK	3	1	1	1
NEW ORLEANS	0	0	0	1
NORFOLK	1	1	0	0
OMAHA	0	0	0	0
PACIFIC OCEAN DIV	0	0	0	0
PHILADELPHIA	1	0	0	0
PITTSBURGH	0	0	0	1
PORTLAND	0	0	0	0
ROCK ISLAND	0	0	0	0
SACRAMENTO	0	0	0	0
SAN FRANCISCO	4	0	0	0
SAVANNAH	0	1	0	1
SEATTLE	1	0	1	2
ST LOUIS	0	0	0	0
ST PAUL	0	0	0	0
TRANSATLANTIC	0	0	0	0
TRANSATLANTIC (EUROPE)	0	1	0	0

(3) DA, Agency protest:

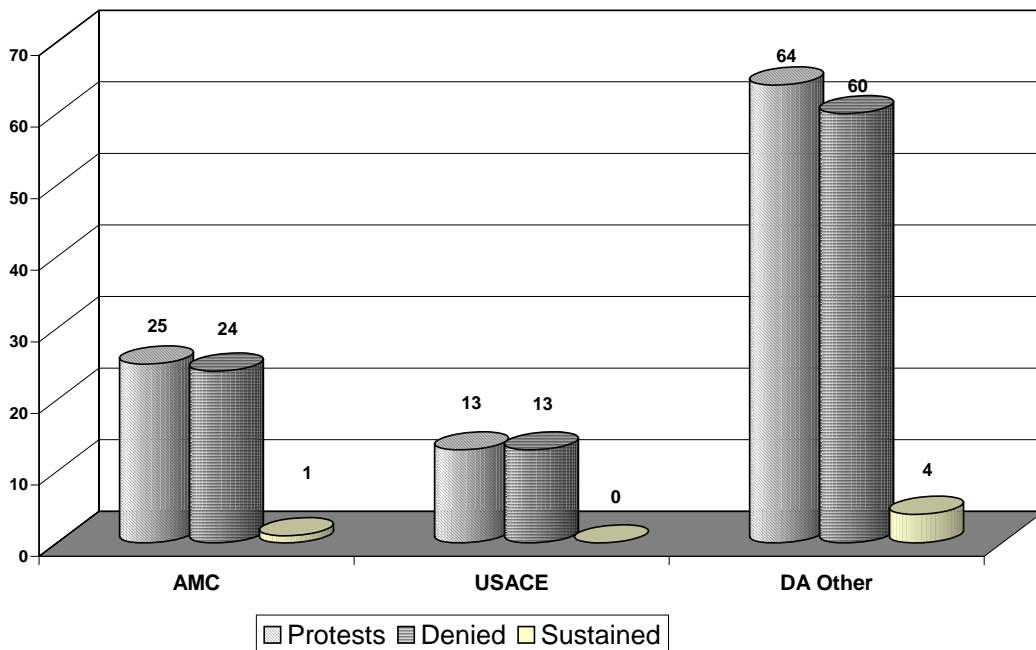
DA (Agency) TOTAL	4Q05	3Q05	2Q05	1Q05
N REG	N/A	N/A	N/A	N/A
S REG	N/A	N/A	N/A	N/A
MEDCOM	N/A	N/A	N/A	N/A
NGB	N/A	N/A	N/A	N/A
DCCW	N/A	N/A	N/A	N/A
EUSA	N/A	N/A	N/A	N/A
USSOC	N/A	N/A	N/A	N/A
USACFSC	N/A	N/A	N/A	N/A
USARC	N/A	N/A	N/A	N/A
ITEC4	N/A	N/A	N/A	N/A
USASDC	N/A	N/A	N/A	N/A
USARPARC	N/A	N/A	N/A	N/A
DETRICK	N/A	N/A	N/A	N/A
MDA	N/A	N/A	N/A	N/A
MTMC	N/A	N/A	N/A	N/A
USARO	N/A	N/A	N/A	N/A
USAREUR	N/A	N/A	N/A	N/A
INSCOM	N/A	N/A	N/A	N/A
DIA	N/A	N/A	N/A	N/A
Total	0	0	0	0

Graphs on GAO & Agency level protests filed and associated costs/fees:

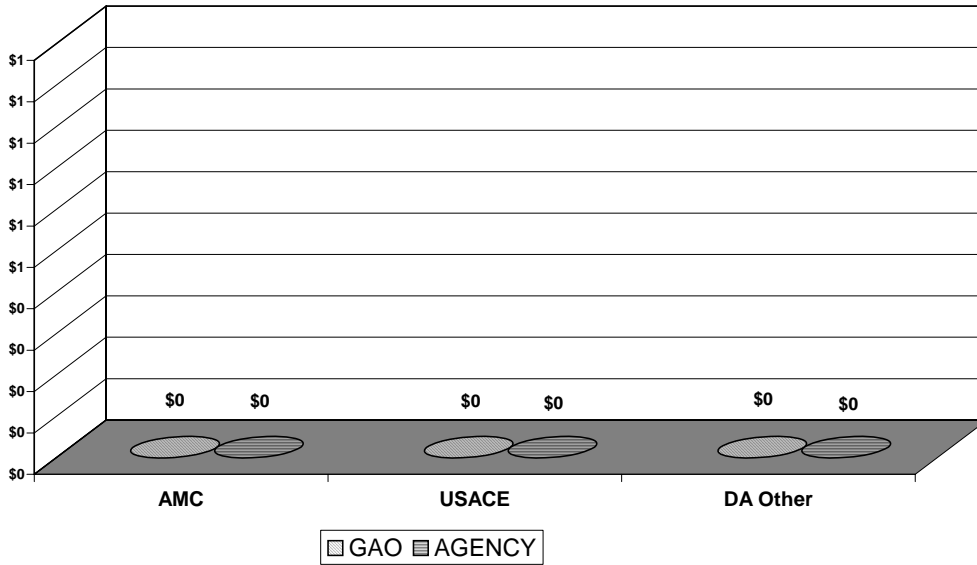
4Q05 AGENCY Level Protests



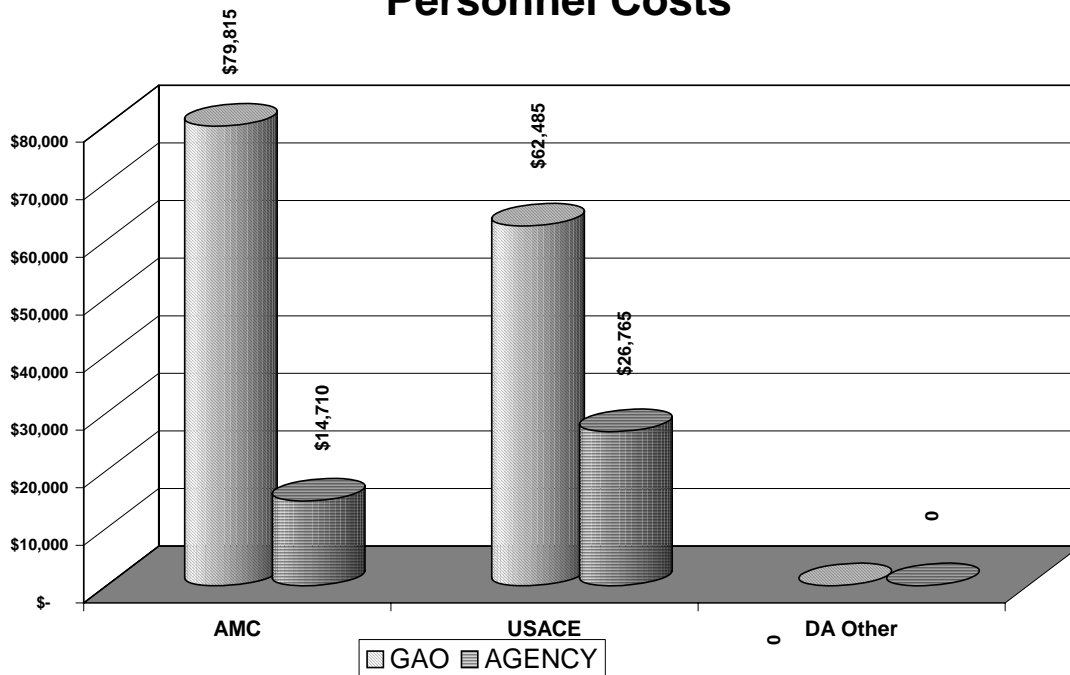
4Q05 GAO Level Protests



4Q05 GAO & AGENCY Level COSTS & FEES AWARDED TO CONTRACTOR



4Q05 GAO & AGENCY Level Personnel Costs



4Q05 GAO & AGENCY Level Post-Awarded Costs

